



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

*Eastern B. & L. Ass'n v. Williamson*, 189 U. S. 122. The fact that the local clerk is designated as an agent is sufficient to take the case from the effect of the statutory provision regarding local lodges or officers waiving conditions, and for that reason the act of the clerk in waiving the condition is binding on the Sovereign Camp in the first instance with power in its part, however, within a reasonable time to review the act of the agent. The agent, in making the report of the reinstatement, neglected to state that the warranty had been received, and the Sovereign Camp being responsible for the failure of the agent to discharge his duties, the estoppel results naturally. *Vought v. East. B. & L. Ass'n*, 172 N. Y. 508.

INSURANCE—FORFEITURE BY TRANSFER OF PROPERTY.—Where property is insured against loss by fire, with a clause forfeiting the policy if any change in the title, interest or possession of the insured takes place, and a conveyance by insured to another is made, *held*, that the policy is not void in the absence of a declaration of forfeiture if the property is subsequently transferred again to the insured, who holds and owns it at the time the loss occurs in the same manner as at the time the contract was made. *Germania Fire Ins. Co. v. Turley* (Ky. 1915), 179 S. W. 1059.

This point has been before the courts many times, and several courts hold the policy to be void, basing the result on the theory that when the transfer is made by the insured the contract at once is forfeited, and the subsequent transfer placing the property again in the hands of the insured has no effect in reviving the contract. *Cockerill v. Cincinnati Mut. Ins. Co.*, 16 Oh. St. 148; *Farmers Ins. Co. v. Archer*, 36 Oh. St. 608; *Mulville v. Adams*, 19 Fed. 887; *Home Ins. Co. v. Hauslein*, 60 Ill. 521; *Bemis v. Harborcreek Ins. Co.*, 200 Pa. St. 340. The contrary view, in accord with the principal case, is asserted in *German Mut. Fire Ins. Co. v. Fox*, 4 Neb. 833; *Power v. Ocean Ins. Co.*, 19 La. 28; *Hitchcock v. N. W. Ins. Co.*, 26 N. Y. 68; *Stearman v. Niagara Fire Ins. Co.*, 46 N. Y. 526; *Worthington v. Bearse*, 12 Allen (Mass.), 382; *Schloss v. Westchester Fire Ins. Co.*, 141 Ala. 566; *Born v. Home Ins. Co.*, 110 Ia. 379. The theory underlying the principal case and the view it supports is that the violation of the policy merely suspends the insurance during the violation, and when the insured reacquires the title the policy is renewed, and the insurer again becomes liable. This rule seems to be grounded on the policy of not favoring forfeitures and of strictly construing any clause which works a forfeiture of the policy. Three states have also reached this same result by statutory provisions. North Dakota Rev. Code 1899, § 4457; South Dakota Ann. St. 1901, § 5299; Montana Civil Code 1895, § 3407.

LANDLORD AND TENANT—DUTY OF LANDLORD TO PLACE TENANT IN POSSESSION.—Defendant leased to the plaintiff land belonging to X, which land X had contracted to sell to defendant. X refused to convey the land, whereupon defendant sued him to secure specific performance of the contract. Before defendant had secured a decree in his suit against X, the time for plaintiff's entry upon the land arrived, and plaintiff sued defendant for failure to put plaintiff in possession. *Held*, that the action will lie. *Dilly v. Paynerville Land Co.* (Ia. 1916), 155 N. W. 971.